



**The State of Mississippi**  
Department of Finance and Administration  
Office of Purchasing, Travel and Fleet Management

In furtherance  
with



**Request for Proposals**

**Mississippi Solicitation Number  
1130-15-R-RFPR-00003**

**NASPO ValuePoint Master Agreement for  
FIRE TRUCKS AND FIRE APPARATUS  
WITH RELATED ACCESSORIES AND  
SUPPLIES**

# **REQUEST FOR PROPOSALS FOR FIRE TRUCKS AND FIRE APPARATUS WITH RELATED ACCESSORIES AND SUPPLIES**

**Solicitation # 1130-15-R-RFPR-00003**

## **Section 1: NASPO ValuePoint (formerly WSCA-NASPO) Solicitation - General Information**

### **1.1. Purpose**

The State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management (Lead State) is requesting proposals for FIRE TRUCKS AND FIRE APPARATUS WITH RELATED ACCESSORIES AND SUPPLIES in furtherance of the NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified offerors to provide FIRE TRUCKS AND FIRE APPARATUS WITH RELATED ACCESSORIES AND SUPPLIES for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, or a single contractor, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Mississippi and NASPO ValuePoint. While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire member State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State then the

Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

## **1.2. Lead State, Solicitation Number and Lead State Contract Administrator**

The State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # 07057-01. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management is:

Billy Beard, Staff Officer II  
State of Mississippi, Office of Purchasing, Travel and Fleet Management  
501 North West St, Suite 701-A  
Jackson, MS 39201  
billy.beard@dfa.ms.gov  
PH: 601-359-5171 FAX: 601-576-2740

## **1.3 Schedule of Events**

Solicitation Release:	June 16, 2015
Pre-Proposal Conference:	July 7, 2015 at 8:30 am Woolfolk State Office Building, Room 145 501 North West St. Jackson, MS 39201
Question/Answer Deadline:	June 30, 2015
Closing Date and Time:	August 14, 2015, 5:00 pm
Anticipated Award Date:	TBD

All times are Central Standard Time unless indicated otherwise.

#### **1.4. Definitions**

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror/Proposer** means the company or firm who submits a proposal in response to this Request for Proposals.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

**"Request for Proposals" or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

#### **1.5. NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.wsca-naspo.org](http://www.wsca-naspo.org) and [www.naspo.org](http://www.naspo.org).

#### **1.6. Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, Colorado, Hawaii, Oklahoma, Nevada, and Washington. NASPO ValuePoint permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in each Participating Addendum or may be incorporated into the Participating Addendum after award.

#### **1.7. Anticipated Usage**

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. However, listed below is the anticipated usage under the contract for each participating state. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP.

Alaska	\$5,200.00
Colorado	\$50,000.00
Hawaii	No amount given
Oklahoma	No amount given
Nevada	No amount given
Washington	\$1,500,000.00
Mississippi	\$5,000,000.00

## **Section 2: Solicitation Requirements, Information and Instructions to Offerors**

### **2.1. RFP Question and Answer Process**

Questions, including those about Terms and Conditions, must be submitted, in writing, to the Lead State Contract Administrator, by the date and time noted above, in order to be considered. Written questions must be submitted, using Attachment (Enter Attachment Number), "Offeror Questions", and sent via email to the Lead State Contract Administrator. Official answers to all

written questions should be posted on the state's website as an addendum to the RFP. The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

## **2.2. RFP Addenda**

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State. The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the State of Mississippi's website, <http://www.dfa.state.ms.us/Purchasing/Home.html>, to obtain RFP addenda or other information relating to the RFP.

## **2.3. Pre-Proposal Conference**

A pre-proposal conference will not be held.

## **2.4. Proposal Due Date**

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will not be considered.

## **2.5. Cancellation of Procurement**

This RFP may be canceled at any time prior to award of the Master Agreement(s), if the Lead State determines such action to be in the collective best interests of Participating States.

## **2.6. Governing Laws and Regulations**

This procurement is conducted by the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management in accordance with the regulations and laws of the State of Mississippi. The Mississippi Procurement Manual is available at: <http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html>. This procurement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Mississippi. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

Any resulting Order by a Participating Entity or Purchasing Entity of the Lead State, or any protest, claim, dispute, or action involving the Lead State as a party shall be governed by the Terms and Conditions of the Lead State found in Attachment B.



## **2.7. Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

## **2.8. Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and NASPO ValuePoint. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.9. Proposal Content and Format Requirements**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

## **2.10. Proposal Submission Instructions**

Proposals must be received by the posted Closing date and time. Proposals received after the deadline will not be considered.

You may mail or drop off hard copies to the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management, 501 North West St., Suite 701-A, Jackson, MS 39201 on or before the due date and time.

A Proposer shall submit to the Single Point of Contact one (1) original and five (5) copies of the Proposal (less Proposal Pricing Page) and all required supporting information and documents on or before the Closing Date and Time. Proposers shall submit one (1) original Proposal marked "MASTER." Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

- ☒ Name of Proposer
- ☒ RFP Number
- ☒ Closing Date and Time

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide for the basis for resolving discrepancies. If one document is not clearly marked "MASTER," the Lead State reserves the right to use the original as the Master. If no document can be identified as an original, Proposer's Proposal may be rejected at the discretion of the Lead State. A Proposer shall also submit on a CD ROM or USB flash drive one electronic copy of its Proposal in MS Word 2003 or higher format.

A Proposer shall submit its Proposal Pricing Page in a separate, sealed envelope, labeled accordingly and placed in sealed carton(s) or package(s) as described above. Prices must be submitted on a pricing matrix (attachment A) in Microsoft Excel format. Proposers shall submit their prices in both hard copy and electronic form using Microsoft Excel on a CD-ROM or USB flash drive. **Do not include Proposal Pricing Page on the same CD-ROM or USB flash drive as the technical proposal.**

Proposers are solely responsible for ensuring that their Proposals are received by the Lead State in accordance with these solicitation requirements, before the Closing Date and Time, and at the place specified on the cover sheet of this RFP. The Lead State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this RFP will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this RFP before the Closing Date and Time. **Proposals may NOT be submitted by facsimile.**

### **Redacted Proposal Response**

In the event that an Offeror includes a CONFIDENTIAL AND PROPRIETARY INFORMATION section in their proposal response, an electronic redacted copy of the offeror's proposal (as accepted) must be submitted with the final proposal (e.g. a best and final offer) or as otherwise directed by the Lead State. Offeror acknowledges that any information in the redacted copy of their proposal response will be made public and that the release of confidential and proprietary information will be handled in accordance with the Mississippi Public Records Act of 1983, Miss. Code Ann. Section 25-61-1, et seq. (as amended).

### **2.11 Required Format**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained later sections of this RFP.

1. **RFP Form.** The Lead State's Request for Proposals form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.
3. **Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
  - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP and scope of work.

4. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Lead State to the specific area of this protected Information section.
5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in your Proposal being deemed non-responsive.

## **2.12. Ownership or Disposition of Proposals and other Materials submitted**

After award, the Lead State will maintain one (1) copy of each Proposal submitted and shred/destroy all other copies submitted.

## **2.13. Confidential, Protected or Proprietary Information**

Information furnished by bidders which contain trade secrets or confidential commercial or financial information may be marked "proprietary." If any party requests to review the information which is marked "proprietary," the Office of Purchasing, Travel and Fleet Management will contact the bidder and advise that the information will be released unless the bidder obtains a court order protecting such records as confidential in accordance with the Mississippi Public Records Act of 1983, Miss. Code Ann. Section 25-61-1, et seq. (as amended).

## **2.14. Offeror Exceptions to Terms and Conditions**

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, exceptions may be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.

### **2.15 Certification of Non-Debarment and Good Standing**

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

The Offeror further represents and warrants when submitting its Proposal that it is in good standing and otherwise authorized to do business in the Lead State and that prior to any award, it will be registered with the Mississippi Secretary of State's Office.

## **Section 3: Evaluation and Award**

### **3.1. Right to Waive Minor Irregularities**

**The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal Section 3: Evaluation and Award**

### **3.1. Right to Waive Minor Irregularities**

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

### **3.2 Discussions with Offerors**

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Questions, including those about Terms and Conditions, must be submitted, in writing, to the Lead State Contract Administrator, by the date and time noted above, in order to be considered. Written questions must be submitted, using Attachment (Enter Attachment Number), "Offeror Questions", and sent via email to the Lead State Contract Administrator. Official answers to all written questions should be posted on the State's website as an addendum to the RFP.

### **3.3. Award of Master Agreement(s)**

Award shall be made to the offeror(s) whose proposal is the most advantageous to the State of Mississippi and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this request for proposals. Awards may be made in each category for up to seven (7) offerors based on the evaluation process listed in Section 3.4.

### **3.4 Evaluation Process**

Phase 1: In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

- 1. Meets Minimum Qualifications Pass/Fail**
- 2. Meets Minimum Requirements Pass/Fail**

Phase 2: Technical Proposal Evaluation (200 points)

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Ability to Meet Scope of Work:	50 Points
Experience and Capabilities:	75 Points
References:	75 Points

Phase 3: Cost Proposal Evaluation: (300 points)

<u>Evaluation Criteria</u>	<u>Points</u>
Cost	300 Points

Evaluation of Cost Proposals: The Offeror with the lowest cost will receive the maximum 300 points. All other Offerors will receive points as determined by the ratio\* of their costs to the lowest cost. Final cost scores will be calculated based on the following:

\*Ratio Calculation: Points assigned to each Offeror's cost proposal will be based on the lowest proposal cost. The Offeror with the lowest proposed cost will receive 100% of the cost points. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Cost is than the Lowest Proposed Cost. Offeror's whose Proposed Cost is more than double (200%) the Lowest Proposed Cost will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (\text{Proposed Cost} / \text{Lowest Proposed Cost})$ .

### **3.5. Notice of Intent to Award**

After a final selection(s) are made, the Lead State will issue an intent- to-award announcement on its electronic procurement system. Proposal files are public records and available for review at the offices of the Lead State by appointment.

### **3.6. Protest**

A protest must be submitted in writing to the Single Point of Contact identified in Section 1.2 of this RFP and must be received within seven (7) calendar days after the date of the notice of intent to award. Award protests must meet the requirements of Lead State's statutes and

regulations to be considered. The Lead State will not consider any protests that are received after this deadline.

The Lead State will address all timely submitted protests that are in accordance with its statutes and rules within a reasonable time following the Lead State's receipt of the protest and Lead State will issue a written decision to the Offeror who submitted the protest. Protests that do not include the information required by the Lead State's statutes and rules may be rejected by Lead State. Lead State will receive protests in the following forms:

Faxed protests submitted to the Single Point of Contact identified in Section 1.2 of this RFP.

Emailed protests with attached letterhead submitted to the Single Point of Contact identified in Section 1.2 of this RFP.

Letter submitted to the Single Point of Contact identified in Section 1.2 of this RFP.

### **3.7. Post Award Formalization of the Master Agreement**

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with an apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

## **Section 4: Administrative and Technical Response Requirements**

Technical Proposal – Cover Letter, Corporate Structure and Credentials, and Operations and Ability to Perform should be sealed in a package with “Technical Proposal” and “RFP#” in the lower left hand corner. Each submitted package shall be a complete copy, with one copy clearly marked as the original.

### **4.1. Mandatory Minimum Administrative Proposal Requirements**

At a minimum, the following items should be included in the contents of the proposal:

- i) Cover letter, introducing the company and indicating the scope of the proposal. In addition, the letter should include a statement indicating acceptance of the standard contract. Cover letter should be no more than 1 page in length.
- ii) Corporate Structure and Credentials
  - Number of years
  - (1) A minimum of three (3) major customers for whom you provide similar commodities in size and facility structure, including contact information for the accounts.
  - (2) A listing of all major accounts terminated in the last three (3) years with reason for termination and account contact information.
  - (3) Staffing levels and support proposed.
  - (4) The service manager assigned to the State of Mississippi who will be the point of contact for all inquiries/concerns related to the Master Agreement.
- iii) Operations and Ability To Perform
  - (1) Provide operation and marketing plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements.
  - (2) Describe how services will be provided.
  - (3) Describe the services that will be provided.
  - (4) Provide samples of any reports that will be available.
  - (5) Proposed Delivery schedule for products and equipment.
  - (6) Service and quality control procedures, including equipment specifications on equipment proposed and maintenance tracking methods.

### **4.2. NASPO ValuePoint Master Agreement Statement of Compliance**

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.



The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (Section 4.6) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

#### **4.2.a Insurance**

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 17 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 17.

#### **4.2.b NASPO ValuePoint Administrative Fee and Reporting Requirements**

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

#### **4.2.c NASPO ValuePoint eMarket Center**

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with integrating into the eMarket Center using ordering instructions. Refer to Attachment A, Section 36, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

**4.3 Lead State Terms and Conditions** Refer to Attachment B for the Lead State Special Terms and Conditions that apply to this solicitation. Offerors shall indicate in their Proposal that they have read and understand all of the requirements shown Lead State Terms and Conditions. **Any resulting Order by a Participating Entity or Purchasing Entity of the Lead State, or any protest, claim, dispute, or action involving the Lead State as a party shall be governed by the Terms and Conditions of the Lead State found in Attachment B.**

**4.4 Participating State Terms and Conditions.** As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are

**for informational purposes only** and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

#### **4.5. Technical Requirements**

This section contains technical requirements pertaining to the **Mississippi Solicitation Number 1130-15-R-RFPR-00003 for FIRE TRUCKS AND FIRE APPARATUS WITH RELATED ACCESSORIES AND SUPPLIES.**

Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their response how their company meets (or exceeds) all requirements listed in Section 4 of this RFP solicitation.

**Offerors must submit with their proposal responses to each of the following categories:**

##### **4.5.1 Offeror Profile**

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Describe your company's growth during the past three years.

##### **4.5.2 Customer Service**

Provide the following customer service information:

- a. What are your hours of operation and when are key account people available to us?
- b. Describe how problem identification and resolution will be handled.
- c. How will you service our account? Describe the system you will use to manage our account.
- d. How do you respond to customer complaints and service issues?

- e. How do you assess customer satisfaction?
- f. What are your quality assurance measures and how are they handled in your organization.
- g. Describe your ability and process to support a decentralized system of orders submitted from many end users in multiple states and locations.

#### **4.5.3 Scope of Work Requirements**

Provide the following information in order to demonstrate your company's ability to meet the scope of work requirements set forth below in **Section 4.6 Scope of Work**.

- a. How will your company handle pre-delivery inspection? A copy of your pre-delivery inspection form must be submitted with the proposal and include a detailed explanation of how this inspection works.
- b. Explain how mid-way inspection will be handled.
- c. Explain your company's delivery options and how delivery will be charged.
- d. What is your standard warranty coverage?
- e. Explain how training will be handled.
- f. Explain in detail the preventative maintenance programs offered, if available.
- g. What is the standard delivery time after receipt of order?
- h. Are there authorized dealers throughout the country available to provide service and maintenance for firefighting vehicles and equipment? If yes, offeror must provide a list of authorized dealers with its proposal.

#### **4.6 Scope of Work**

**4.6.1** For the purposes of this RFP Section, manufacturer of firefighting vehicles shall be identified as Contractor.

##### **4.6.2 Contractor Requirements**

The Contractor shall be responsible for manufacturing firefighting vehicles meeting at a minimum the specification requirements as set forth in Attachment C of this RFP for Fire Apparatus and Related Equipment.

The Contractor shall be responsible for ensuring that all fire fighting vehicles are in compliance with all State and Federal DOT requirements for the State in which the vehicle is being delivered, including but not limited to the following:

- NFPA 1901 – Standard For Automotive Fire Apparatus – 2009 edition;
- NFPA 1906 – Standard for Wildland Fire Apparatus – 2012 edition;
- All State and Federal DOT requirements for fire apparatus and commercial vehicles; and
- Federal Motor Vehicle Safety Standards (FMVSS).

The Contractor shall be responsible for assigning a dedicated representative to assist the purchasing entity with any issue that may arise, including, but not limited to, manufacturer defects, billing, maintenance, service centers, etc.

The Contractor must provide a minimum one (1) year manufacturer standard warranty for each unit.

The Contractor must provide a midway and pre-delivery inspection for each unit ordered.

#### **4.6.3 Training**

The Contractor shall be responsible for providing a minimum of four (4) hours on-site training per each unit at no additional cost to the purchasing entities.

Upon request by the purchasing entity, the Contractor shall provide additional training per each unit at the hourly rate submitted on the attached price sheets.

#### **4.6.4 Vehicle Requirements**

At the time of delivery and/or pick-up by the purchasing entity, the Contractor must ensure the following:

1. Each firefighting vehicle shall be the latest model of the manufacturer's current standard production. Though not specifically covered herein, all parts necessary to provide a complete and efficient firefighting vehicle shall be furnished with each unit. All parts shall conform in design, strength, quality of materials and workmanship to current engineering practices and accepted standards of the industry.
2. Each unit shall be completely assembled and adjusted per manufacturer requirements/recommendations. All equipment, including standard and supplemental equipment shall be installed as per the manufacturer's specifications.
3. Each unit is fully serviced and complete with all fluids and lubricants (excluding water in tank), filled to the proper levels, with a full tank of fuel and ready for continuous operation at time of delivery.
4. Each unit is furnished with one (1) parts book and one (1) service manual. Each unit shall include an operator's manual and lubrication guide.
5. Each unit, at the final destination point shall be fully inspected by a designated representative of the purchasing entity to assure that it meets the minimum specification requirements. If it is determined that the unit is not in accordance with the minimum specification requirements, the Contractor shall pick-up, correct any discrepancies and re-deliver to the purchasing entity at the Contractor's expense. The timeframe for

completion of corrective action shall not exceed thirty (30) calendar days from receipt of written notification from designated representative of the purchasing entity.

6. Demonstration units shall not be considered.

#### **4.6.5 Delivery Options**

The Contractor shall provide the following delivery options as specified below to all purchasing entities. The purchasing entity shall be permitted to select the most cost effective delivery options best meeting their needs.

**“We Pay Freight”** - this option includes, but not limited to, the following; no additional handling fees, other charges shall be permitted. Purchasing entity shall make arrangements to have its designated representatives' pick-up the unit.

**FOB Destination, Freight Prepaid and Added to the invoice** – the Contractor must ship FOB destination, Freight Prepaid and may add only the freight charges incurred to the invoice. No other charges shall be included in the freight charge.

**FOB Destination, Freight Prepaid** – the Contractor shall make freight arrangements and deliver to any destination within the United States. Freight shall be included in the price per unit for the final destination.

## Section 5: Price and Cost Proposal

Cost in proposals will be evaluated independent of the technical evaluation. Cost proposals must be submitted to the Lead State as a separate document in Offerors' Proposals. **Do not embed the cost proposal in the technical proposal response.**

Offeror shall submit pricing as requested on the cost sheets attached to this RFP.

Cost for the NASPO ValuePoint Master Agreements shall be submitted as stated below in the method of bidding:

### 5.1 Method of Bidding

Offerors are not required to bid on all price lines to be considered for award. Offerors may bid on one (1), or multiple price lines.

Offerors must submit an all-inclusive price, to include all anticipated charges, including, but not limited to, base model unit, materials, transaction fees, overhead, on-site training, labor and other costs or expenses incidental to the Offeror's performance.

All pricing must be submitted meeting at a minimum the specifications for each unit as identified on "Attachment C – Fire Apparatus" attached to this RFP.

Offerors must submit a percentage discount off of the list price for the base model unit of each fire apparatus bidding.

Offerors must submit a percentage discount off of the catalog pricing for all optional equipment.

Offerors must submit a percentage discount off of the list price for all replacement and repair parts.

Offerors must submit an all-inclusive hourly rate to provide additional on-site training for each hour exceeding the required minimum four (4) hours.

### 5.2 Price and Rate Guarantee Period

All prices, rates, and catalog list prices including discounts offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed below.

**All prices, rates, and catalog list prices including discounts offered shall be guaranteed for a minimum of one (1) year after any resulting Master Agreement is signed. Following the initial one (1) year term and thereafter on an annual basis at time of renewal, the Contractor may submit a request for a price increase, at least sixty (60) days prior to the**

expiration date to be considered. If an untimely request is submitted or if no request is submitted, pricing remains unchanged for the duration of the Agreement.

Requests for cost adjustment must include sufficient documentation supporting the request such as, a significant increase in the market (i.e. material cost, manufacturing, etc.). Any adjustment or amendment to the Master Agreement will not be effective unless approved by the Lead State Director of Purchasing and the NASPO ValuePoint Cooperative Purchasing Organization. The Lead State will also be given written notice and immediate benefit of any decrease in the market or allowable discount. No retroactive cost adjustments shall be permitted

**ATTACHMENT A**  
**TERMS & CONDITIONS FOR NASPO ValuePoint**

**1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Any resulting Order by a Participating Entity or Purchasing Entity of the Lead State, or any protest, claim, dispute, or action involving the Lead State as a party shall be governed by the Terms and Conditions of the Lead State found in Attachment B.

**2. Definitions**

**Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

**Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State,



acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposals as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State is not required to participate through execution of a Participating Addendum.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

### **3. Term of the Master Agreement**

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two additional one year periods at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or

amended in any manner whatsoever without prior written approval of the Lead State.

## **5. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

## **6. Price and Rate Guarantee Period**

The price and rate guarantee period is specified in section 5.2 of the RFP.

## **7. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **8. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is

necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

## **9. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **10. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30)

calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

## **11. Shipping and Delivery**

a. Except as proposed as delivery options consistent with RFP section 4.6.5, the prices are the delivered price to any Purchasing Entity. Unless otherwise specified in an Order, deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. [Reserved]

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

## **12. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **13. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **14. Indemnification<sup>1</sup>**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and

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<sup>1</sup> This provision shall govern except where in conflict with the Lead State's Terms and Conditions found in Attachment B, specifically with respect to the Lead State's participation, control, and approval of any indemnification litigation, which is expressly reserved.

the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

## **15. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **16. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **17. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as

indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposals as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **18. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

## **19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

## **20. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## **21. Ordering**

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;



- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

## **22. Participants**

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the

departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor, which shall be governed by these terms and the Lead State's Terms and Conditions, found in Attachment B.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

### **23. Payment**

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. Any prompt payment discount will be administered in accordance with any proposed discount offered consistent with State of Mississippi General Conditions section 5.1 attached to the RFP.

### **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

### **25. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any

overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **26. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **27. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for

the detailed sales data report is in shown in Section \_\_\_\_ Attachment \_\_\_\_.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **28. Standard of Performance and Acceptance**

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

Where no standard of performance has been specified, Purchasing Entities shall have the right of inspection in section U of the State of Mississippi Terms and Conditions attached to the RFP (See Attachment B).

Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No charges shall be paid until Acceptance. The warranty period will begin upon Acceptance.

## **29. Warranty**

The Contractor warrants for a minimum period of one year from the date of Acceptance that: (a)

the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

### **30. [RESERVED]**

### **31. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

### **32. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **33. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **34. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

### **36. NASPO ValuePoint eMarket Center**

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractor's website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating

Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

**ATTACHMENT B**  
**STATE OF MISSISSIPPI**  
**TERMS AND CONDITIONS:**

**A. PRECEDENCE**

These STATE OF MISSISSIPPI (or "State") Terms and Conditions shall take precedence and should ambiguities, conflicts, or questions of interpretation of any documents associated with the Vendor's Agreement with the State arise, they shall be resolved first by reference to the State's Terms and Conditions.

**B. PAYMENT**

The STATE OF MISSISSIPPI agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The State requires the Vendor to submit invoices electronically throughout the term of this Agreement. Vendor invoices shall be submitted to state agencies using the processes and procedures identified by the State. Payments by state agencies using the State of Mississippi's e-procurement system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Vendor shall remain responsible and liable for full performance.

**C. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the STATE OF MISSISSIPPI to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the STATE OF MISSISSIPPI of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**D. RECORD RETENTION AND ACCESS TO RECORDS**

The Vendor agrees that the STATE OF MISSISSIPPI or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed



unless the STATE OF MISSISSIPPI authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the STATE OF MISSISSIPPI any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

#### **E. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of this State. The Vendor shall comply with applicable federal, state, and local laws and regulations.

#### **F. ASSIGNMENT**

The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the STATE OF MISSISSIPPI, which the STATE OF MISSISSIPPI may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be void and of no effect. No such approval by the STATE OF MISSISSIPPI of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the STATE OF MISSISSIPPI in addition to the fixed prices agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the STATE OF MISSISSIPPI may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

#### **G. COMPLIANCE WITH LAWS**

The Vendor understands that the STATE OF MISSISSIPPI is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

#### **H. TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access. Prior to posting this Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including

confidential Vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

## **I. EMPLOYEE STATUS VERIFICATION SYSTEM**

If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the State due to the Agreement cancellation or loss of license or permit.

## **J. INDEPENDENT CONTRACTOR**

The Vendor shall perform all services as an Independent Contractor and shall at no time act as an agent for the STATE OF MISSISSIPPI. Nothing contained herein shall be deemed or construed by the STATE OF MISSISSIPPI, Vendor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the STATE OF MISSISSIPPI and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the STATE OF MISSISSIPPI or the Vendor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the STATE OF MISSISSIPPI and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the STATE OF MISSISSIPPI. No act performed or representation made, whether oral or written, by the Vendor with respect to third parties shall be binding on the STATE OF MISSISSIPPI. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the STATE OF MISSISSIPPI; and the STATE OF MISSISSIPPI shall at no time be legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The STATE OF MISSISSIPPI shall not withhold from the payments to Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the STATE OF MISSISSIPPI shall not provide

to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the STATE OF MISSISSIPPI for its employees.

#### **K. MODIFICATION OR RENEGOTIATION**

This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the STATE OF MISSISSIPPI revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **L. TERMINATION FOR CONVENIENCE**

(1) Termination. The STATE OF MISSISSIPPI may, when the interests of the STATE OF MISSISSIPPI so require, terminate this Agreement in whole or in part for the convenience of the STATE OF MISSISSIPPI. The STATE OF MISSISSIPPI shall give written notification of the termination to the Vendor specifying the part of the Agreement terminated and when the termination becomes effective.

(2) Vendor's Obligations. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The STATE OF MISSISSIPPI may direct the Vendor to assign the Vendor's right, title, and interest under terminated orders or subcontracts to the STATE OF MISSISSIPPI. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **M. TERMINATION FOR DEFAULT**

(1) Default. If the Vendor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified within this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the STATE OF MISSISSIPPI may notify the Vendor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI may terminate the Vendor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the STATE OF MISSISSIPPI may procure similar supplies or services in a manner and upon terms deemed appropriate by the STATE OF MISSISSIPPI. The Vendor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Vendor's Duties. Notwithstanding termination of the Agreement and subject to any directions from the STATE OF MISSISSIPPI, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the STATE OF MISSISSIPPI has an interest.

(3) Compensation. Payment for completed goods or services delivered and accepted by the STATE OF MISSISSIPPI shall be at the Agreement price. The STATE OF MISSISSIPPI

may withhold from amounts due the Vendor such sums as the STATE OF MISSISSIPPI deems to be necessary to protect the STATE OF MISSISSIPPI against loss because of outstanding lien or claims or former lien holders and to reimburse the STATE OF MISSISSIPPI for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers performance) if the Vendor has notified the STATE OF MISSISSIPPI within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the Agreement requirements. Upon request of the Vendor, the STATE OF MISSISSIPPI shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Vendor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE OF MISSISSIPPI under the clause of this Agreement entitled "Termination for Convenience". As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

(5) Erroneous Termination for Default. If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for Convenience".

(6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

## **N. STOP WORK ORDER**

(1) Order to stop work. The STATE OF MISSISSIPPI, may by written order to the Vendor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the STATE OF MISSISSIPPI shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Agreement.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the Agreement shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Agreement; and

(b) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the STATE OF MISSISSIPPI decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

(3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

#### **O. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the STATE OF MISSISSIPPI.

#### **P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS**

The STATE OF MISSISSIPPI shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with this Agreement, except for the Vendor's internal administrative and quality assurance files and internal correspondence. The Vendor shall deliver such documents and work papers to the STATE OF MISSISSIPPI upon termination or completion of the Agreement. The foregoing notwithstanding, the Vendor shall be entitled to retain a set of such work papers for its files. The Vendor shall be entitled to use such work papers only after receiving written permission from the STATE OF MISSISSIPPI and subject to any copyright protections.

#### **Q. INDEMNIFICATION**

To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the STATE OF MISSISSIPPI, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the State. Vendor shall be solely liable for all

reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

#### **R. THIRD PARTY ACTION NOTIFICATION**

The Vendor shall give the STATE OF MISSISSIPPI prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

#### **S. RECOVERY OF MONEY**

Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Vendor to the STATE OF MISSISSIPPI, the same amount may be deducted from any sum due to the Vendor under the Agreement or under any other Agreement between the Vendor and the STATE OF MISSISSIPPI. The rights of the STATE OF MISSISSIPPI are in addition and without prejudice to any other right the STATE OF MISSISSIPPI may have to claim the amount of any loss or damage suffered by the STATE OF MISSISSIPPI on account of the acts or omissions of the Vendor.

#### **T. FAILURE TO ENFORCE**

Failure by the STATE OF MISSISSIPPI at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the STATE OF MISSISSIPPI to enforce any provision at any time in accordance with its terms.

#### **U. INSPECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State of Mississippi or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

## Special Apparatus

- Four door
- Seats 6
- Walk Around/Outside
- Minimum 350 hp diesel engine
- Allison EVS-3000 Automatic Transmission
- Minimum three (3) SCBA seats
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes
- Heater/Defrosters/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Approximately 270 Amp Alternator
- Manufacturer standard airbags
- Manufacturer standard seat belts
- PTO generator
- Command area
- Elevated lighting system
- Aluminum body construction
- Single axle
- Welded body compartment
- Reinforced roof structure
- Special body platforms secured (welded) to the chassis frame to support the body weight and compartments
- Approximately 92" high
- Compartments ahead of the rear wheels to be approximately 26' deep
- Storage compartments are not to be painted
- Rear compartment to be open front to back and side to side for larger items
- Compartment lights are to be flush mounted
- Slide out drawers/trays
- Roll up doors with drum to be fully enclosed and protected from the elements

## **Wildland Truck**

- Type 6 Wildland, NFPA 1906 compliant, cab and chassis with utility body
- Crew Cab-4 Door
- Diesel engine, 6.7l V8 Turbo
- Automatic Transmission
- 19,500 maximum GVWR
- Engine block heater
- Largest fuel tank available by manufacturer
- PTO
- 200 amp alternator
- 2 tow hooks on front
- Skid plates
- Air bags, manufacturer standard
- Seat belts, manufacturer standard
- Extra heavy duty suspension package
- 500 gallon pump
- Cross mount pump configuration
- Pump and roll, both forward and reverse
- 300 gallon poly water tank with 30 gallon foam cell
- Bumper turret with in cab controls
- 3/4" booster reel
- Compartment weight: 400 lbs
- Piano hinges on compartment doors
- Compartment depth: 12" upper and 24" lower



### ARFF Class 3

This classification shall be FAA tested at the manufacturer's plant to meet FAA 5220-10D circular for Rapid Intervention Vehicles Class 3 and NFPA 414 2007 Edition Table 4.1.1d for Vehicle Water Tank capacity 120-528 gallons. Test report is to accompany apparatus at time of delivery. (To include pump test)

- 4 wheel drive
- Aluminum body
- Diesel engine
- 450 lb dry chemical system
- 500 gallon poly water tank,
- Brakes, anti-locking
- 5 person seating
- Bumper turret, 300 gpm with joystick control
- Hose reels, fixed 100' bundled or 150' dry chemical
- Pump panel, color coded id tags
- Tank level gauges, pump panel and cab
- Compartments, welded to super structure with sealed seams; no exposed wiring in compartment interior; right and left side compartments to be as large as possible starting at the front of the hose body and continuing to the rear of the apparatus using all available space; roll up doors, aluminum with pull down straps, drum assembly to be fully enclosed and protected from the elements
- NFPA approved access rail
- Rear access ladder
- 2 NFPA SCBA brackets located in one of the compartments
- NFPA striping
- Clearance lights to meet Highway Safety Standards
- Electrical system test for the following:
  - Reserve capacity test
  - Alternator capacity test – at idle
  - Alternator test – at full load
- Back up alarm
- Zone A Front lights to meet NFPA Zone A Lower Lighting requirements
- Lower Zone C Rear Lights to meet NFPA Zone C Lower Level lighting requirements
- Under body lights to meet NFPA requirements
- Under cab lights to meet NFPA requirements
- Wheel chocks – one (1) pair, NFPA compliant
- NFPA 414 Data Plate and Placards as required by ordering agency
- Warranties:
  - 7 year paint
  - 2 year pump
  - 20 year body

## **Water Tender**

- Two (2) door
- Aluminum body construction
- Seats 2
- 350 hp diesel engine
- Allison EVS-3000 Automatic Transmission
- 50 gallon fuel tank
- Full Anti-Lock braking system
- Air brakes with a 12 cfm compressor
- Power steering
- Heater/defroster/vent/air conditioning
- 2000 gallon polypropylene tank
- 750 gpm single stage fire pump
- PTO driven
- Two (2) 2 ½" intake valves located on each side of the tank
- One (1) 6" intake valves located on the driver side of the truck adjacent to the 2 ½" valve
- Three (3) 2 ½" discharge valves, two (2) located on each side of the truck and one (1) located on the rear of the tank
- One (1) 6" direct tank-to-fill connection located at the rear of the tank
- 50 cu. ft. of storage space
- Roll up style storage doors
- Slide out compartment trays, 500 lb. weight capacity
- Compartment lighting flush mounted
- Two (2) 1 ½" pre-connect cosslay hose beds (one on each side) capable of holding 200' of hose
- Side mounted (driver side) pump control panel
- Pneumatic dump valve located at the rear of the tank

### **Aerial Fire Apparatus**

- Four (4) door
- Single Axle
- Aluminum body construction
- Seats 5 (1 driver and 4 passengers)
- 400 hp diesel engine
- Engine exhaust auxiliary brake
- Allison EVS-3000 Automatic Transmission
- 50 gallon fuel tank
- Four (4) SCBA seats
- Full Anti-Lock braking system
- Air brakes with a 16 cfm compressor
- Power Steering
- Heater/defroster /vent/air conditioning
- Seventy-five (75) ft., 3 section, aerial with a payload capacity of 500 lbs. Constructed of aluminum
- Aerial PTO with Aerial Master Switch to control the aerials and the electrical system
- H-style hydraulic stabilizers
- Sufficient lighting around the aerial platform
- Direct drive (PTO) portable generator
- Tower lights installed to sufficiently light up the working area
- Side mounted (drivers side) pump control panel
- 1500 gpm single stage fire pump
- 300 gallon polypropylene water tank
- 125 cu. ft. of storage space
- Roll up style storage doors
- Slide out compartment trays, 500 lb. weight capacity
- Compartment lights flush mounted
- Two (2) transverse pre-connect hose

### **Pumper Fire Apparatus**

- Cab: Five (5) person, four (4) doors, non-corroding, tilt cab.
- Seats: The driver's seat of an adjustable air suspension design. The crew member seats of a non-suspension design. Each seat shall be designed for SCBA's placement inside a stationary seat, three (3) point restraint system, and a seat belt warning sensor.
- Cab Interior Sound: The maximum sound level at any seat location shall not exceed ninety (90) DBA.
- Engine: Three hundred twenty (320) bhp diesel engine that complies with all Federal, State, D.O.T and Environmental Protection Agency (EPA) regulated emissions. An engine governor or electronic fuel control system shall be installed that will limit the speed of the engine under all conditions of operation to that speed established by the engine manufacturer, which shall be the maximum governed speed.
- Exhaust: The exhaust system outlet(s) shall be directed away from personnel, apparatus, or equipment.
- Brakes: All wheel, anti-lock, fully air-actuated braking system.
- Steering: Equipped with power steering and a tilt steering column.
- Transmission: The transmission shall be rated for heavy-duty service and shall be designed to match engine torque and speed to the load demand. The transmission will allow the driver to select each individual gears or ranges of gears.
- Pump: The pump shall be mounted on the apparatus and have a rated capacity of two hundred fifty (250) gpm (1000 L/min) at one hundred fifty (150) psi (1000 kPa) net pump pressure.
- Water Tank: Water tanks shall be seven hundred fifty (750) gallons, constructed of fiberglass. All water tanks shall be constructed of noncorrosive material or other materials that protect against corrosion and deterioration.
- Compartment Space: One hundred 150 cu. ft. of enclosed weather-resistant compartmentation shall be provided for the storage of equipment

## RFP # 1130-15-R-RFPR-00003 Fire Apparatus

## Attachment: C Pricing Submittal Sheet

Line #	Description	QTY	Unit of Measure	Base Model Unit Price	Percent Discount off unit price	Percent Discount off catalog price for all additional options	Percent Discount off catalog price for all replacement and repair parts
1	Wildland Fire Apparatus- Brush Truck	1	each				
2	Special Service Fire Apparatus (Rescue)	1	each				
3	Aerial Fire Apparatus	1	each				
4	Pumper Fire Apparatus	1	each				
5	Aircraft Rescue and Fire Fighting Vehicles	1	each				
6	Water Tender	1	each				
7	All-Inclusive hourly rate to provide additional on-site training for each hour exceeding the required minimum four (4) hours	1	hour	53			